Lacoste, David

From:

Subject:

Mattison, Jeanette [Jeanette.Mattison@bellsouth.com]

Sent:

Thursday, September 23, 2004 11:36 AM

To:

Lacoste, David

2000-0023-C - 4th Amendment to Interconnection Agreement with Sprint Communications

Copany Limited Partnership, et al.



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BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

September 23, 2004

Mr. David Lacoste Public Service Commission of SC Post Office Drawer 11649

Columbia, South Carolina 29211 Fourth Amendment to Interconnection Agreement Negotiated by

BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P. pursuant to Sections 251 and 252 of the

Telecommunications Act of 1996

Docket No. 2000-0023-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P. ("Sprint") submit to the South Carolina Public Service Commission their fourth amendment to the interconnection agreement by and between BellSouth and Sprint.

The effective date of this amendment is August 23, 2004 and it expires on December 31, 2004.

Very truly yours,

s/C. Lesley Addis

CLA/jbm Enclosure

\\PSC-FP-01\Common\Public\Utilities\Interconnection Agreements\BellSouth\Sprint Communications 2000-23-C





Amendment To the Interconnection Agreement Between

Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum L. P.

and

BellSouth Telecommunications, Inc. Dated January 1, 2001

Pursuant to this Amendment, (the "Amendment"), Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (Sprint PCS), (Sprint), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 (Agreement) to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Sprint entered into the Agreement on January 1, 2001, and;

WHEREAS, BellSouth and Sprint are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
- 2. The Parties agree to add the following language as Section 9.9 and as Section 14.4 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability Sprint shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff, as applicable.
- 3. All of the other provisions of the Agreement dated January 1, 2001 shall remain unchanged and in full force and effect.
- 4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

LNP Rate Recovery Amendment: Version 05/19/2004

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.	Sprint Communications Company Limited Partnership
By: But The	By: W. Porhand moni
Name: Kristen E. Rowe	Name: W. Richard Morris
Title: Director	Title: Vice President – External Affairs
Date: \$\\23\04\	Date: 8-19-04
	Sprint Spectrum L. P. By: W. Falland Morris Name: W. Richard Morris Title: Vice President – External Affairs Date: 8-19-04